



**STATE OF MISSOURI
DEPARTMENT OF REVENUE (DOR)
REQUEST FOR QUOTATION (RFQ)**

RFQ NO.: W5E07140
TITLE: Printing: Title Envelope, DOR-682L.
ISSUE DATE: 09/18/06

BUYER: Denis Potter
PHONE NO.: 573-751-1758
E-MAIL: denis.potter@dor.mo.gov

RETURN BID NO LATER THAN: 10/02/06 AT 2:00 PM CENTRAL TIME

MAILING INSTRUCTIONS: Print or type **RFQ Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Bids must be in DOR office (301 W High Street, Room 219) by the return date and time.

**RETURN BID TO: DEPARTMENT OF REVENUE
301 WEST HIGH STREET, ROOM 219
PO BOX 87
JEFFERSON CITY MO 65105-0087**

Fax #: 573-751-8405

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Department of Revenue
Warehouse
605 Howard
Jefferson City MO 65109

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Department of Revenue Terms and Conditions. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with his/her bid. The bidder further agrees that upon receipt of an authorized purchase order from the Department of Revenue or when a Notice of Award is signed and issued by an authorized official of the Department of Revenue, a binding contract shall exist between the bidder and the Department of Revenue, State of Missouri.

SIGNATURE REQUIRED

LEGAL NAME OF ENTITY/INDIVIDUAL		
MAILING ADDRESS		
CITY, STATE, ZIP CODE		
CONTACT PERSON		EMAIL ADDRESS
PHONE NUMBER		FAX NUMBER
TAXPAYER ID NUMBER (TIN)	TAXPAYER ID (TIN) TYPE (CHECK ONE) ___ FEIN ___ SSN	VENDOR NUMBER (IF KNOWN)
VENDOR TYPE (CHECK ONE) ___ Corporation ___ Individual ___ State/Local Government ___ Partnership ___ Sole Proprietor ___ Other _____		
AUTHORIZED SIGNATURE		DATE
PRINTED NAME		TITLE

1. INTRODUCTION AND GENERAL INFORMATION**1.1 Introduction:**

- 1.1.1 This document constitutes an invitation for competitive bids for the provision of printing services as set forth herein.
- 1.1.2 Organization - This document, referred to as an Request for Quotation (RFQ), is divided into the following parts:
- 1) Introduction and General Information
 - 2) Contractual Requirements
 - 3) Bid Submission Information
 - 4) Pricing Page(s)
 - 5) Exhibits A & B
 - 6) Terms and Conditions
- 1.1.3 Sample - The bidder is advised that a copy of the envelopes are available by contacting the buyer of record as indicated on the front page of this document. It shall be the sole responsibility of the bidder to request the sample. The bidder shall not be relieved of any responsibility for performance under the contract due to the failure of the bidder to obtain a copy of the sample. The sample is for format only. Bids submitted must be based upon the written specifications, not upon the sample unless otherwise specified herein.
- 1.2 Background Information:**
- 1.2.1 The Department of Revenue has previously contracted for these services through RFQ #W5E06216. The previous price of \$24.35/M was for a quantity of 1,200,000 envelopes.
- 1.2.2 Although an attempt has been made to provide accurate and up-to-date information, the Department of Revenue does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Quotation.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

- 2.1.1 The contractor shall print and deliver DOR-682L (11-05), MO 860-0717 (11-05), Title Envelopes (hereinafter referred to as “envelopes”) for the Department of Revenue in accordance with the provisions and requirements stated herein. Unless otherwise stated, the contractor shall not deviate from the stated specifications..
- 2.1.2 The contractor shall provide all services to the sole satisfaction of the Department of Revenue (DOR).
- 2.1.3 Immediately after award, the DOR shall identify a contact person and the telephone number of the contact person for the contractor. The contractor must obtain the contact person’s approval for printing of the envelopes as specified herein. In addition, the contractor shall provide the DOR with the name, address, and telephone number of the contractor’s representative.
- 2.1.4 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.2 Envelope and Printing Requirements:

- 2.2.1 The contractor shall print and provide envelopes as specified below.
- 2.2.2 Title Envelopes, DOR-682L (11-05), MO 860-0717:
 - a. Paper Stock - The envelopes shall be 24 lb. white (whitewove) envelope stock or DOR approved equivalent or better.
 - b. Ink – The front of the envelopes shall be printed in black soy-based ink.
 - c. Size - The overall size of the envelopes shall be 4 3/8” x 7 3/4”.
 - d. Quantity - The contractor shall print and deliver 1,200,000 Title Envelopes, DOR-682L (11-05).
 - e. Windows - The window shall be 7/8” x 4 1/4” with rounded corners. The window shall be located 1” from the left edge and 5/8” from the bottom. The window shall be cellophane or glassine.
 - f. Flap - The envelopes shall have a 2” flap with 1/4” crease, rounded edges and be fully gummed.
 - g. Seams - The left and right side seams of the envelope shall be completely glued.
- 2.2.3 Camera Ready Copy – Prior to printing the envelopes, the Department of Revenue shall provide the contractor with the camera ready copy (PDF file). The contractor shall compare the camera ready copy to the printing requirements specified herein. In the event the camera ready copy differs from the printing requirements, the contractor shall notify the Department of Revenue of such difference(s) and follow the Department of Revenue’s instructions concerning the reconciliation of the difference(s). The contractor shall not retypeset.
- 2.2.4 Compatibility - The contractor shall provide envelopes that are compatible with a Bell and Howell Phillipsburg (AIM) automatic inserter.
- 2.2.5 USPS Regulations - The contractor shall provide envelopes that meet all United States Postal Services (USPS) regulations for postal automation. The Department of Revenue shall be able to mail envelopes in order to achieve the best available automated postage rates.

- 2.2.6 Die-Cut - The contractor shall provide die-cut envelopes, completely glued on both left and right sides. Side seam (web) envelopes shall not be acceptable.
- 2.2.7 Within ten (10) days of receipt of camera ready copy, the contractor shall provide the Department of Revenue with one set of blue-line proofs for the state agency's review and approval.
- a. The contractor shall make all revisions, changes, and alterations requested by the Department of Revenue. In addition, the contractor shall make corrections and revisions to the proofs that are necessary due to contractor error. The contractor shall submit the revised proofs to the Department of Revenue.
 - b. The contractor must receive written approval from the Department of Revenue prior to printing the envelopes.

2.3 Packaging, Loading, and Delivery Requirements:

- 2.3.1 Packaging Requirements - The contractor shall package 500 envelopes per box. The contractor shall further package a maximum of 10 boxes of envelopes per case. With the approval of the Department of Revenue, other packaging arrangements may be agreed to. However, the Department of Revenue shall make the final decision on packaging.
- a. The contractor shall label two opposite outside sides or ends of each case with the quantity per case and the correct envelope type, using DOR numbers. Such labeling must be visible when stacked on the pallets.
- 2.3.2 Loading Requirements - The contractor shall front load the cases on 4-way pallets that measure 48"x 40". The cases shall not be stacked on the pallets in excess of 51" in height. The contractor shall front load the pallets onto the truck. The pallets shall not be double stacked. The contractor shall securely wrap or bind the cartons to the pallets to avoid spillage.
- 2.3.3 Delivery Requirements - The contractor shall deliver the envelopes within 30 day after receipt of approved proof or by the date indicated on the order, if a date is indicated. The contractor shall deliver the envelopes F.O.B. destination to the Department of Revenue address indicated on page one of this document or the address indicated on the Purchase Order.
- a. The contractor shall deliver the envelopes any weekday, excluding state holidays, between 8:00 a.m. and noon and 1:00 p.m. and 4:00 p.m.
 - b. The contractor should contact the Department of Revenue a minimum of one day prior to delivery of the envelopes.

2.4 Liquidated Damages: The contractor shall agree and understand that the printing, construction, packaging, loading, and delivery of the envelopes in accordance with the requirements stated herein is considered critical to the efficient operations of the Department of Revenue. However, since the amount of actual damages would be difficult to establish in the event the contractor fails to comply with the printing, construction, packaging, loading, and/or delivery requirements, the contractor shall agree and understand that the amount identified below as liquidated damages shall be reasonable and fair under the circumstances.

- 2.4.1 In the event the contractor does not package and/or load the cases and/or pallets in accordance with the requirements specified herein, the Department of Revenue shall have the right to return the entire shipment to the contractor for repackaging and/or reloading. However, if delivery is critical as determined by the Department of Revenue and the Department of Revenue elects to accept the shipment, the contractor shall be assessed liquidated damages in the amount of \$1000.00.

- 2.4.2 In the event the contractor fails to deliver the envelopes in accordance with the delivery schedule specified herein or the date specified on the order, the contractor shall be assessed liquidated damages in the amount of \$200.00 per day for each such delinquent day until the delivery of the envelopes.
- 2.4.3 In the event the printed envelopes or the quality of the printing in the envelopes or the construction of the envelopes either fails to comply with the printing and construction requirements specified herein or is not consistent with the quality of printing in the samples submitted with the contractor's awarded proposal, the Department of Revenue shall have the right to reject all or part of the completed printing. If requested by the Department of Revenue, the contractor shall re-print the envelopes at no additional cost to the Department of Revenue. However if delivery of the envelopes is critical, as determined by the Department of Revenue, and the Department of Revenue elects to accept the printed envelopes, the contractor shall be assessed liquidated damages in an amount not to exceed 10% of the total amount invoiced. The Department of Revenue shall have the final decision concerning (1) the acceptability of the printing and construction, (2) the rejection of the printing and re-printing of the envelopes versus the assessment of liquidated damages, and (3) the amount of the liquidated damages.
- 2.4.4 The contractor shall further agree and understand that such liquidated damages shall either be deducted from the total amount due the contractor or paid by the contractor as a direct payment to the Department of Revenue, at the sole discretion of the Department of Revenue.
- 2.4.5 The contractor shall understand that the liquidated damages described herein shall not be construed as a penalty.
- 2.4.6 The contractor shall agree and understand that all assessments of liquidated damages shall be within the discretion of the Department of Revenue and shall be in addition to, not in lieu of, the rights of the Department of Revenue to pursue other appropriate remedies.

2.5 Invoicing and Payment Requirements:

- 2.5.1 Immediately upon award of the contract, the contractor needs to submit or should have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- 2.5.2 After delivery and acceptance of the envelopes, the contractor shall submit an invoice to the following address:

Department of Revenue
Accounting Services
Post Office Box 87
Jefferson City MO 65105

- a. With the invoice, the contractor shall return the camera-ready materials and any other production materials provided by the Department of Revenue or prepared by the contractor, unless other storage arrangements have been agreed upon.. The contractor shall not receive payment until the Department of Revenue is in receipt of all such materials.

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the Department of Revenue's payment to the invoice submitted.
- 2.5.3 The contractor shall be paid for the envelopes in accordance with the applicable firm, fixed prices stated on the Pricing Page, subject to the assessment of any liquidated damages.
 - a. In the event the quantity of envelopes required is not a multiple of 1,000, the firm, fixed price per thousand, as stated on the Pricing Page, shall be prorated accordingly. The contractor shall be paid for the envelopes based on the prorated amount.
 - b. If revisions to the proof are required due to Department of Revenue required changes and/or alterations, the contractor shall be paid for the contractor's time to revise the proof in accordance with the firm, fixed price stated on the Pricing Page. However, if revisions to the proof are required due to contractor error, even if the Department of Revenue also required changes and/or alterations to the proof, the contractor shall not be entitled to payment for the contractor's time to revise the proof.
- 2.5.4 The Department of Revenue will accept overruns. However the Department of Revenue shall only make payment to the contractor for no more than a 10% overrun. The firm, fixed total price, as stated on the Pricing Page, shall be prorated to a unit price. The contractor shall be paid for the overruns based upon the unit price.
- 2.5.5 Other than the payments specified herein, no other payments or reimbursements shall be made to the contractor for any reason whatsoever including payments for travel, delivery, etc.

3. BID SUBMISSION INFORMATION

3.1 Submission of Bids:

- 3.1.1 On-line Bid - If a Premium registered bidder is responding electronically through the On-line Bidding/Vendor Registration System web site, in addition to completing the on-line pricing, the Premium registered bidder should submit completed Exhibits, forms, and other information concerning the bid as an attachment to the electronic bid. Instructions on how to enter a Premium Registration and how to respond to a bid on-line are available on the On-Line Bidding/Vendor Registration System website at: <https://www.moolb.mo.gov>.
- a. The Exhibits, forms, and Pricing Pages provided herein can be saved into a word processing document, completed by a Premium registered bidder, and then sent as an attachment to the electronic submission. Other information requested or required may be sent as an attachment. Additional instructions for submitting electronic attachments are on the On-line Bidding/Vendor Registration System web site. Be sure to include the bid number, company name, and a contact name on any electronic attachments.
 - b. In addition, a Premium registered bidder may submit the Exhibits, forms, Pricing Pages, etc., through mail or courier service. However, any such submission must be received prior to the specified closing date and time.
 - c. If a Premium registered bidder submits an electronic and hard copy bid response and if such responses are not identical, the bidder should explain which response is valid. In the absence of an explanation, the State of Missouri shall consider the response which serves its best interest.
- 3.1.2 Mail Bid - If the bidder is responding through the mail, the bidder should include completed Exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with the mailed response.
- a. The bid should be page numbered.
 - b. Recycled Products - The State of Missouri recognizes the limited nature of our resources and the leadership role of government agencies in regard to the environment. Accordingly, the bidder is requested, but not required, to print the bid double sided using recycled paper, if possible, and minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding.
- 3.1.3 Fax Bid - If the bidder is responding by facsimile transmission, the bidder should include completed exhibits, forms, and other information concerning the bid (including completed Pricing Pages) with their faxed response. The facsimile transmission must be received by the Return Date/Time indicated on page 1. The fax number for the Purchasing Section is (573) 751-8405.
- 3.1.4 Open Records - The bid shall be considered an open record after the bids are opened pursuant to Section RSMo 610.021. Therefore, the bidder is advised not to include any information that the bidder does not want to be viewed by the public, including personal identifying information such as social security numbers.
- 3.1.5 To facilitate the evaluation process, the bidder is encouraged to submit bid information by sections that correspond with the individual evaluation categories described herein. The bidder is cautioned that it is the bidder's sole responsibility to submit necessary information. The Department of Revenue is under no obligation to solicit any information if it is not included with the bid. The bidder's failure to submit adequate information with the bid may cause an adverse impact on the evaluation of the bid.

- 3.1.6 Questions Regarding the RFQ - The bidder and the bidder's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFQ, the evaluation, etc., to the buyer of record indicated on the first page of this RFQ.
- The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-751-8405.
 - Bidders are advised that any questions received less than five calendar days prior to the RFQ opening date may not be answered.
 - Except as stated below, the bidder and the bidder's agents may not contact any other state employee regarding the RFQ, the evaluation, etc., during the solicitation and evaluation process.
 - Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements.
 - The bidder may contact the Office of Supplier and Workforce Diversity (OSWD) regarding MBE/WBE certification or subcontracting with MBE/WBE companies.
 - Bidders and their agents who have questions regarding this matter should contact the buyer.
- 3.1.7 Foreign Vendors: If your company is a foreign company and you have an Employer Identification Number assigned by the United States Internal Revenue Service (IRS), you may register as a vendor with the State of Missouri through this On-Line Bidding website by using the Employer Identification Number assigned to your company by the IRS. If your company is a foreign company and you do not have an Employer Identification Number assigned by the IRS, you will need to 1) complete the appropriate IRS W-8 form (found on the www.irs.gov website), 2) complete a State of Missouri Vendor Input Form located at www.oa.mo.gov/acct/ (on the right side of the screen under "FORMS"), and 3) fax these documents along with a cover letter that states that you wish to register on the State of Missouri On-Line Bidding/Vendor Registration System website to the fax number listed in the Vendor Input Form instructions. The cover letter must include the e-mail address of the individual submitting the documentation. The documentation must be processed by the State of Missouri prior to conducting business with the state. Once this information has been processed, your company will be provided, via e-mail, a number that may be used to register as a State of Missouri vendor through this On-Line Bidding/Vendor Registration System website. To begin the registration process, enter the provided number in the Tax ID field, select FEIN, and click the "New Vendor Registration" button below.
- 3.1.8 Miscellaneous Information - The bidder should complete and submit Exhibit A, Miscellaneous Information.
- 3.2 Evaluation Process** – Bids will be reviewed to determine if the bid complies with the mandatory requirements and to determine the lowest responsible and reliable bidder.
- 3.2.1 Low Bid Determination:
- Objective Evaluation of Cost – The objective evaluation of cost shall be conducted based upon the estimated quantities listed below and the prices stated on the Pricing Page.

DOR 682L Title Envelope	1200M
State Agency Required Changes and/or Alterations to the Proof	2

- Utilizing the total cost determined from above, cost points shall be determined using a scale of 100 possible points and the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 100 = \text{Cost score points}$$

- 2) Bidders shall agree and understand that the quantities used in the evaluation of cost are provided solely to document how cost will be evaluated. The Department of Revenue makes no guarantee regarding the accuracy of the quantities stated nor does the Department of Revenue intend to imply that the figures used for the cost evaluation in any way reflect actual nor anticipated usage.
- b. Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to 34.165 RSMo, a five (5) bonus point preference shall be granted to bidders including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for bidders qualifying for the preference.
 - 1) If the bidder is an organization for the blind or sheltered workshop, the bidder should provide evidence of qualifications (i.e., copy of certificate or certificate number).
 - 2) If the bidder is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the bidder should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid the contractor's performance under the prospective state contract and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.
 - 3) A list of Missouri sheltered workshops can be found at the following internet address:
<http://www.dese.mo.gov/divspeeced/shelteredworkshops/index.html>.

3.2.2 Responsible and Reliability Determination - The bidder should submit any of, but not limited to, the information requested herein in order to demonstrate the responsibility and reliability of the bidder. Failure of the bidder to submit sufficient information to document that the bidder is responsive and responsible may cause an adverse impact on the evaluation of the bid.

a. Responsibility and Reliability in Experiences:

- 1) The bidder should provide, on Exhibit B or in any other format, the information listed below related to previous and current services/contracts performed by the bidder's organization and any proposed subcontractors which are similar to the requirements of this document. If the contact person listed on Exhibit B is not available or is otherwise unable to be reached during the evaluation, the listed experience may not be considered.
 - ☐ Name, address, and telephone number of client/contracting agency and a representative of that client/agency who may be contacted for verification of all information submitted;
 - ☐ Dates of the service/contract; and
 - ☐ A brief, written description of the specific prior services performed and requirements thereof.
- b. Business Compliance - The bidder must be in compliance with the laws regarding conducting business in the State of Missouri. The bidder certifies by signing the signature page of this original document and any amendment signature page(s) that the bidder and any proposed subcontractors are presently in compliance with such laws. The bidder shall provide documentation of compliance upon request by the Department of Revenue. The compliance to conduct business in the state shall include but not necessarily be limited to:
 - 1) Registration of business name (if applicable)
 - 2) Certificate of authority to transact business/certificate of good standing (if applicable)
 - 3) Taxes (e.g., city/county/state/federal)

- 4) State and local certifications (e.g., professions/occupations/activities)
 - 5) Licenses and permits (e.g., city/county license, sales permits)
 - 6) Insurance (e.g., worker's compensation/unemployment compensation)
- c. Samples: Samples are not required with the bid. However, the Department of Revenue reserves the right to request samples, as deemed necessary, prior to award. If requested, the bidder should submit samples of some of the bidder's previous printing jobs that are representative of the printing proposed for the envelopes. In addition, the bidder should submit a labeled sample of all the paper proposed for the envelopes. The label should include the brand name, weight, recycled content, post consumer content, the PPI, NPH, etc.
- 1) If the Department of Revenue requests samples, then the Department of Revenue **MUST RECEIVE** the samples within five working days of the request. Failure to send the samples may result in the bid being rejected. The bidder shall agree and understand that samples shall be submitted at the bidder's expense.
 - 2) At the request and expense of the bidder, the Department of Revenue will return samples not destroyed during the evaluation process. Any samples remaining after ten (10) days following award of the contract shall be destroyed. However, the Department of Revenue reserves the right to retain samples submitted in order to conduct a comparison of the service/product proposed and the service/product actually received.
- 3.2.3 Final Determination - Any bid which does not comply with the mandatory requirements of the RFQ will not be considered for an award. In addition, the Department of Revenue reserves the right to reject any bid for reasons which may include but not necessarily be limited to: (1) receipt of any information, from any source, regarding unsatisfactory performance of similar services by the bidder within the past three (3) years, and/or (2) inability of the bidder to document responsible and reliable past performances similar to the services required, and/or (3) failing to provide a sample, if a sample is deemed necessary by the Department of Revenue, or providing an unacceptable sample, and/or (4) failure of the bidder to provide a reference(s).
- 3.3 Contract Award:** The contract will be awarded to the lowest responsive and responsible bidder determined as specified herein.

4. PRICING PAGE

- 4.1 **Envelopes** - The bidder shall provide the following firm, fixed prices for providing the services in accordance with the provisions and requirements of this RFQ. All costs associated with providing the required services shall be included in the stated prices.

Item #	Description <i>(C/S Code: 96691 or 96698)</i>	Original Contract Period <i>Firm, Fixed Price</i>
001	DOR-682L Title Envelope. (Quantity: 500M)	\$ _____ <i>Per M</i>
002	State Agency Required Changes and/or Alterations to the Proof (c/s code: 96699)	\$ _____ <i>Per Hour</i>

EXHIBIT A**MISCELLANEOUS INFORMATION****Organizations for the Blind or Sheltered Workshop**

If the bidder qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the bidder is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the bidder should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

Name & Address of Organization for Blind/Sheltered Workshop:	_____

Outside United States

If any products and/or services bid are being manufactured or performed at sites outside the continental United States, the bidder MUST disclose such fact and provide details in the space below or on an attached page.

Are products and/or services being manufactured or performed at sites outside the continental United States?	Yes _____	No _____
Describe and provide details:		

Employee Bidding/Conflict of Interest

A bidder who is an employee(s) of the State of Missouri, a member of the General Assembly, or a statewide elected official must comply with Sections 105.450 to 105.458 RSMo regarding conflict of interest. If the bidder and/or any of the owners of the bidder's organization are currently an employee of the State of Missouri, a member of the General Assembly, or a statewide elected official, please provide the following information.

Name of State Employee, General Assembly Member, or Statewide Elected Official:	
In what office/agency are they employed?	
Employment Title:	
Percentage of ownership interest in bidder's organization:	_____ %

EXHIBIT A**MISCELLANEOUS INFORMATION (cont'd)****Bidder's MBE/WBE Status**

Executive Order 05-30 encourages state agencies to increase the participation of certified minority business enterprises (MBE) and women business enterprises (WBE) in state procurements. MBE/WBE certification by the State of Missouri, Office of Administration, Office of Supplier and Workforce Diversity (OSWD) is required to be considered an eligible MBE/WBE in meeting participation goals.

If you qualify as a MBE or a WBE as defined in 37.020 RSMo, please mark the appropriate blank below.

_____	MBE	_____	WBE	_____	Both M & WBE
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To obtain an application for certification, go to the OSWD Internet web site and download an application from: <http://www.oa.mo.gov/oswd/> or contact the MBE/WBE Certification Program at 877-259-2963.

Paper

The bidder should indicate below if the prices for each of the envelopes are for virgin or recycled paper. In order for paper to be considered recycled, the proposed stock must meet Environmental Protection Agency (EPA) recycled product definitions and contain a minimum of 30% post consumer materials for the envelope stock pursuant to the Environmentally Preferable Products (EPP) Guide. The EPP Recycled guide may be found at <http://www.oa.mo.gov/purch/recypro.html>. If recycled paper is proposed, complete the blank with the guaranteed post consumer content percentage.

Type of Paper Proposed		C/S Code	Stock Post Consumer Content	
_____	Virgin Paper	96691		
_____	Recycled Paper	96698	ENVELOPE STOCK	
			DOR-682L Title Envelope.	_____%

Paper Stock

The bidder should indicate the paper stock proposed: _____

EXHIBIT B

PRIOR EXPERIENCE

1. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services (include dates):

2. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services (include dates):

3. **Prior Services Performed for:**

Company Name:

Address:

Contact Name:

Telephone Number:

Description of Prior Services (include dates):

**STATE OF MISSOURI
DEPARTMENT OF REVENUE (DOR)
TERMS AND CONDITIONS – REQUEST FOR QUOTATION**

1. TERMINOLOGY/DEFINITIONS:

Whenever the following words and expressions appear, the definition or meaning described below shall apply.

- A. **Amendment** means a written, official modification to a Request for Quotation (RFQ) or to a contract.
- B. **Attachment** applies to all forms which are included with a RFQ to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- C. **Bid Opening Date and Time (Return Bid No Later Than)** and similar expressions mean the exact deadline required by the RFQ for the physical receipt of bids by the Department of Revenue (DOR) in its office.
- D. **Bidder** means the person or organization that responds to a RFQ by submitting a bid with prices to provide the equipment, supplies, and/or services as required in the RFQ document.
- E. **Buyer** means the procurement staff member of the DOR. The **Contact Person** as referenced herein is usually the Buyer
- F. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment supplies, and/or services.
- G. **Contractor** means a person or organization who is a successful bidder as a result of a RFQ and who enters into a contract.
- H. **Exhibit** applies to forms which are included with a RFQ for the bidder to complete and return with the bid prior to the specified return date and time.
- I. **Request for Quotation (RFQ)** Means the solicitation document issued by the DOR to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- J. **May** means that a certain feature, component, or action is permissible, but not required.
- K. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid being considered non-responsive.
- L. **Pricing Page(s)** applies to the form(s) on which the bidder should state the price(s) applicable for the equipment, supplies, and/or services required in the RFQ. The pricing pages must be completed and returned by the bidder with the bid prior to the specified return date and time.
- M. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature that govern the operations of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing procurements.
- N. **Shall** has the same meaning as the word must.
- O. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. OPEN COMPETITION/REQUEST FOR BID DOCUMENT:

- A. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the DOR if any language, specifications or requirements of a RFQ appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFQ to a single source. Any and all communication from bidders regarding specifications, requirements, competitive bid process, etc., must be directed to the buyer from the DOR, as indicated on the front page of the RFQ. Such communication should be received at least five calendar days prior to the official bid return date.
- B. Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the RFQ, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the RFQ, any questions received by the DOR less than five calendar days prior to the RFQ return date may not be answered.
- C. Bidders are cautioned that the only official position of the DOR is that position which is stated in writing and issued in the RFQ or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- D. The DOR may monitor procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price fixing by bidders, or any other anticompetitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- E. The RFQ may be available for viewing and downloading on the state's On-Line Bidding website. Registered vendors may be electronically notified or mailed the RFQ based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the bidder must update the address themselves on the state's On-Line Bidding/Vendor Registration website.
- F. Bid Services: It shall be the bidder's responsibility to ensure that a bid/RFQ received via a bid service is a complete and accurate document upon submission. Failure of the bidder to do so shall not relieve the bidder of the responsibility to comply with all terms, conditions, requirements, etc. stated therein.
- G. The DOR reserves the right to officially amend/modify or cancel a RFQ after issuance.

3. PREPARATION OF BIDS:

- A. Bidders must examine the entire RFQ carefully. Failure to do so shall be at bidder's risk.
- B. Unless otherwise specifically stated in the RFQ, all specifications and requirements constitute minimum requirements. All bids must meet or exceed the stated specifications and requirements.
- C. Unless otherwise specifically stated in the RFQ, any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The bidder may offer any brand that meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids that do not comply with the requirements and specifications are subject to rejection without clarification.
- D. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFQ.
- E. All equipment and supplies offered in a bid must be new and currently in production and available for marketing by the manufacturer unless the RFQ clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- F. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFQ.

- G. Prices bid shall remain valid for 60 days from the Return Date unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.
- H. Any foreign bidder not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their bid in order to be considered for award.

4. SUBMISSION OF BIDS:

- A. Bids may be submitted electronically as permitted by the RFQ and the bidder's registration status through the State of Missouri's On-Line Bidding website or hard copy delivered to the DOR office. Delivered bids must be received in the DOR office located at 301 West High St., Room 219 in Jefferson City, MO no later than the exact return time and date specified in the RFQ. All bids must (1) be submitted by a duly authorized representative of the bidder's organization, (2) contain all information required by the RFQ, and (3) be priced as required. Hard copy bids may be mailed to the DOR post office box address. However, it shall be the responsibility of the bidder to ensure their bid is in the DOR office no later than the exact return time and date specified in the RFQ.
- B. The envelope or container containing a bid should be clearly marked on the outside with (1) the official RFQ number and (2) the official Return Date and Time. Different bids should not be placed in the same envelope.
- C. A bid submitted electronically may be modified on-line prior to the official return date and time. A bid which has been delivered to the DOR office, may be modified by signed, written notice which has been received by the DOR prior to the official return date and time specified. A bid may also be modified in person by the bidder or its authorized representative, provided proper identification is presented before the official return date and time. Telephone or telegraphic request to modify a bid shall not be honored.
- D. A bid submitted electronically may be canceled on-line prior to the official return date and time. A bid which has been delivered to the DOR office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DOR prior to the official return date and time specified. A bid may also be withdrawn in person by the bidder or its authorized representative, provided proper identification is presented before the official return date and time. Telephone or telegraphic request to withdraw a bid shall not be honored.
- E. When submitting a bid electronically, the bidder indicates acceptance of all RFQ terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Bidders delivering a hard copy bid to DOR must sign and return the RFQ cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFQ terms and conditions. Failure to do so may result in rejection of the bid unless the bidder's full compliance with those documents is indicated elsewhere within the bidder's response.
- F. Bids that are not received by the DOR on or prior to the Return Date and Time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late bids may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.
- G. If applicable, prices shall be posted on the State of Missouri's On-Line Bidding website after the official return date and time.

5. PREFERENCES:

- A. In the evaluation of bids, preference shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- B. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporation or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- C. In accordance with Executive Order 05-30, contractors are encouraged to utilize minority and women-owned businesses in selecting subcontractors.
- D. A preference shall be granted to bids for products and/or services manufactured, produced or assembled by nonprofit organizations for the blind established pursuant to 41 U.S.C. sections 46 to 48c and sheltered workshops holding a certificate of approval from the Department of Elementary & Secondary Education pursuant to section 178.920 RSMo. The bidder should provide evidence of qualifications as described herein (i.e. copy of certificate or certificate number).

6. EVALUATION/AWARD:

- A. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the bidder and request written clarification of the intended bid. The correction shall be made in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- B. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the DOR to be in its best interest.
- C. Unless otherwise stated in the RFQ, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices unless otherwise specified in the RFQ. However, such discounts are encouraged to motivate prompt payment.
- D. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the RFQ and (2) is the lowest and best bid, considering price, responsibility of the bidder, and all other evaluation criteria specified in the RFQ and (3) complies with sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- E. In the event all bidders fail to meet the same mandatory requirement in a RFQ, DOR reserves the right, at its sole discretion, to waive that requirement for all bidders and to proceed with the evaluation. In addition, the DOR reserves the right to waive any minor irregularity or technicality found in any individual bid.
- F. The DOR reserves the right to reject any and all bids. When all bids are unacceptable and time does not permit a rebid, the DOR may seek the assistance of the Division of Purchasing and Materials Management to negotiate for the required supplies.
- G. When evaluating a bid, the DOR reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- H. Any information submitted with the bid, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a bid and the award of a contract.
- I. Any award of a contract shall be made by notification from the DOR to the successful bidder. The DOR reserves the right to make awards by item, group of items, all or none, or any combination thereof with one or more suppliers. This may include award for geographic areas.
- J. All bids and associated documentation which were submitted on or before the official return date and time will be considered open records pursuant to Section 610.021 RSMo.
- K. If applicable, the DOR posts bid results on the On-Line Bidding website for a reasonable period of time.
- L. The DOR reserves the right to request clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that their response shall be subject to acceptance or rejection without further clarification.
- M. Any bid award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).

N. The final determination of contract award(s) shall be made by DOR.

7. CONTRACT/PURCHASE ORDER:

- A. By submitting a bid, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the RFQ, at the prices quoted, pursuant to all requirements and specifications contained therein.
- B. A binding contract shall consist of: (1) the RFQ and any amendments thereto, (2) the contractor's response (bid) to the RFQ, (3) clarification of the bid, if any, and (4) DOR's acceptance of the response (bid) by "Notice of Award" (for ongoing provision of equipment, supplies, and/or services) or by "Purchase Order." All Exhibits and Attachments included in the RFQ shall be incorporated into the contract by reference.
- C. A Notice of Award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services, the contractor must receive a properly authorized Purchase Order.
- D. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the DOR or by a Purchase Order change order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment/change order to the contract.

8. INVOICING AND PAYMENT:

- A. The Department of Revenue, State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- B. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFQ.
- C. The DOR assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the DOR's rejection and shall be returned at the contractor's expense.
- D. All invoices for equipment, supplies, and/or services purchased by the DOR shall be subject to late payment charges as provided in Section 34.055 RSMo.
- E. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.

9. DELIVERY:

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

10. INSPECTION AND ACCEPTANCE:

- A. No equipment, supplies, and/or services received by the DOR pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies and/or services.
- B. All equipment, supplies, and/or services that do not comply with the specifications and/or requirements or that are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies and/or services that are discovered to be defective or that do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- C. The DOR reserves the right to return any such rejected shipment or item at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- D. The DOR's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies it may have.

11. WARRANTY:

- A. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DOR, (2) be fit and sufficient for the purpose expressed in the RFQ, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- B. Such warranty shall survive delivery and shall not be deemed waived either by reason of the DOR's acceptance of or payment for said equipment, supplies, and/or services.

12. APPLICABLE LAWS AND REGULATIONS:

- A. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- B. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DOR.
- C. The contractor must be registered with and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulation.
- D. Contractor shall timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and addition to tax. All delinquent taxes must be paid. A letter of tax clearance may be required to receive an award.
- E. The exclusive venue of any legal proceeding relating to or arising out of the RFQ or resulting contract shall be in the Circuit Court of Cole County, Missouri.
- F. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DOR.

13. CONFLICT OF INTEREST:

- A. Contractor understands and agrees that officials and employees of the DOR, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo. regarding conflict of interest.

- B. The contractor hereby covenants that at the time of the submission of the bid the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

14. REMEDIES AND RIGHTS:

- A. No provision in this document or in the contractor's proposal shall be construed, expressly or impliedly, as a waiver by the Department of Revenue of any existing or future right and/or remedy available by law in the event of any claim by the DOR or the State of Missouri of the contractor's default or breach of contract.
- B. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri, Department of Revenue, of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which cause of action have accrued or will accrue as the result of or in relation to the particular goods or services purchased or procured by the contractor in the fulfillment of the contract with the Department of Revenue.

15. CANCELLATION OF CONTRACT:

- A. In the event of material breach of the contractual obligations by the contractor, the DOR may cancel the contract. At its sole discretion, the DOR may allow the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DOR within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- B. If the contractor fails to cure the breach or, if circumstances demand immediate action, the DOR will issue a notice of cancellation terminating the contract immediately.
- C. If the DOR cancels the contract for breach, the DOR reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DOR deems appropriate and charge the contractor for any additional costs incurred thereby.
- D. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the DOR for any period in which funds have not been appropriated, and the DOR shall not be liable for any costs associated with termination caused by lack of appropriations.

16. COMMUNICATIONS AND NOTICES:

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail, or hand-carried and presented to an authorized employee of the contractor.

17. BANKRUPTCY OR INSOLVENCY:

- A. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DOR immediately.
- B. Upon learning of any such actions, the DOR reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

18. INVENTIONS, PATENTS AND COPYRIGHTS:

The contractor shall defend, protect, and hold harmless the Department of Revenue, its officers, agents, and employees against all suits of law or in equity relating to patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

19. NON-DISCRIMINATION AND AFFIRMATIVE ACTION:

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, veteran status, or age. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a) A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b) The identification of a person designated to handle affirmative action;
- c) The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d) The exclusion of discrimination from all collective bargaining agreements; and
- e) Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the Department of Revenue (and the Division of Purchasing and Materials Management) shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, removal from all bidder's lists issued by the division until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

20. AMERICANS WITH DISABILITIES ACT:

In connection with the furnishing of goods and services under the contract, the contractor and contractor's subcontractor agree to comply with all provisions of the Americans with Disabilities Act (ADA). Contractor shall indemnify and defend the DOR against all liability or loss and against all claims or actions based upon or arising out of damage allegedly caused by or sustained in connection with any violation by contractor of said Americans with Disabilities Act.

21 CONFIDENTIALITY:

All reports, files, data, and materials accessed or acquired by the contractor as a result of the contract shall remain the property of the DOR. The contractor shall agree and understand that all information accessed or acquired by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, files, data, or materials so accessed or acquired shall be disclosed by the contractor to any person whatsoever without the prior written consent of the DOR. Violation of this provision may result in the imposition of criminal penalties.

To the extent the contractor may have access to any report, return or other information received by the DOR in connection with the administration of the tax laws of this State, the contractor specifically shall comply with Missouri Revised Statutes, Section 32.057. Any person making unlawful disclosure of information in violation of such Section shall, upon conviction, be guilty of a Class D felony.

22. FILING AND PAYMENT OF TAXES:

The DOR shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore bidder's failure to maintain compliance with chapter 144, RSMo may eliminate their bid from consideration for award.

23. TITLES:

Title of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.